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COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Investigation by the Department on its Own Motion as to the Propriety of the Rates and Charges Set Forth in the Following Tariffs: M.D.T.E. Nos. 14 and 17, filed with the Department on December 11, 1998, to become effective January 10, 1999, by New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts

DTE 98-57

AT&T's SIXTH SET OF INFORMATION REQUESTS
TO BELL ATLANTIC

AT&T Communications of New England, Inc. and its affiliated companies, Teleport Communications Boston and ACC National Telecom Corp. [what about AT&T Wireless?] hereby submit the following information requests to New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts ("BA-MA" or "Bell Atlantic"). Please provide responses to these requests as they are completed.

Instructions

Each request should be answered on a separate page preceded by the request and by the name of the person responsible for the answer.

Please provide answers as they are completed.

These requests shall be deemed continuing so as to require supplemental responses if BA-MA subsequently receives or becomes aware of additional information responsive to these requests.

If an answer refers to BA-MA's response to another information request in this proceeding, please provide that response with the answer.

If BA-MA cannot answer a request in full, answer to the extent possible and state why BA-MA cannot answer the request in full.

If BA-MA refuses to respond to any request by reason of a claim of privilege, state the privilege claimed and the facts relied upon to support the claim of privilege.

Unless otherwise stated, these requests concern BA-MA's Massachusetts intrastate operations.

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Definitions

"Tariff No. 17" means tariff D.T.E. -Mass. -No. 17 issued by BA-MA on April 2, 1999.

"AT&T's Interconnection Agreement" means the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of April 13, 1998 by and between New England Telephone and Telegraph Company d/b/a/ BA and AT&T Communications of New England, Inc. .

"ACC's Interconnection Agreement" means the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of June 25, 1997 by and between New England Telephone and Telegraph Company and ACC National Telecom Corp. for Massachusetts.

"TCG's Interconnection Agreement" means the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of October 29, 1997 by and between Bell Atlantic-Massachusetts and Teleport Communications Boston.

"Department" or "DTE" means the Massachusetts Department of Telecommunications and Energy (formerly the Department of Public Utilities).

"The Consolidated Arbitrations" means the consolidated arbitration proceedings conducted by the Department pursuant to the Telecommunications Act of 1996 and docketed as DPU/DTE 96-73/74, 96-75, 96-80/81, 96-83, 96-94.

The terms "and" and "or" should be construed either conjunctively or disjunctively so as to require the most complete response.

Information Requests

1. Please refer to page 4, lines 15-16, of the Rebuttal Testimony of Robert J. Kenney, dated August 16, 1999. Please confirm that the phrase "BA-MA did not intend the provision to apply to OSS interfaces" (*italics added*) means that Part A, Section 1.9 of Tariff No. 17 does not apply to OSS interfaces.

2. Please refer to the Rebuttal Testimony of Amy Stern dated August 16, 1999 ("Stern's testimony"), page 3, line 20 to page 4, line 23, and to BA-MA's supplemental response to ATT-2-15. Does BA-MA take the position that the approval of Tariff No. 17 would mean that each and every rate, and associated term and condition, contained in the Tariff, constitutes a "Department approved" rate, term or condition for purposes of Rate Application Rule 1(a) contained on page 164 of the BA-ATT Interconnection Agreement?

3. Please refer to the Stern's testimony, page 8, line 18 to page 9, line 8.

(a) Please provide all relevant provisions of Tariff D.P.U. - Mass. - No. 15 to which Stern refers;

(b) Please provide a copy of the Greater Boston Real Estate Board Standard Form Commercial Lease to which Stern refers;

(c) Stern asserts that "BA-MA's tariff is consistent with standard commercial practice . . ." Please identify and describe in detail all instances of alleged standard commercial practice" to which Stern refers, other than the Greater Boston Real Estate Board Standard Form Commercial Lease.

4. Please refer to Stern's testimony at page 11, line 4. Describe in detail Stern's

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understanding of "standard commercial contractual requirements" with regard to providing notice, and identify and provide copies of all documents, materials or other information which form any part of the basis of this understanding.

5. Please refer to Stern's testimony, page 17, lines 19-20.

(a) What are "normal staffing levels" for BA-MA as that phrase is used by Stern.

(b) Please provide the assumption of "normal staffing levels" underlying each and every standard interval contained in Tariff No. 17.

(c) Provide all studies or analysis, together with all work papers, calculations and other supporting documents used to calculate each and every standard interval contained in Tariff No. 17.

6. Please refer to Stern's testimony, page 20, lines 22-24. Please provide all studies or analyses of the costs of administering a process to give back fractional and partial refunds for cancellations of orders, together with all work papers, calculations or other supporting documents.

7. Please refer to Stern's testimony at page 20, lines 7-20. Please calculate or estimate the cost of "manually contracting" a BA-MA organization to inform it of a cancellation, or provide any existing study, calculation or analysis reflecting such cost.

8. Please refer to Stern's testimony, page 23, line 24 to page 24, line 2.

(a) Please state the number of collocation applications initially denied by BA-MA due to lack of space;

(b) With respect to each such application for which BA-MA subsequently found space, please: (1) state how much time passed between the initial denial and the subsequent determining that space was or could be made available; (2) describe any change in circumstances which resulted in available space; and (3) state whether the CLEC whose application had been denied participated in the process of finding available space.

9. Please refer to Stern's testimony, page 26, lines 3-7. Please provide a copy of BA-MA's "safe time" procedures.

10. Please refer to Stern's testimony, page 28, lines 4-5. Please describe in detail BA-MA's procedures, practices or guidelines with respect to removing obsolete equipment from the central office in order to meet forecasted BA-MA demand or CLEC demand.

11. Please refer to Stern's testimony, pages 30-31.

(a) Describe in detail the BA-MA space reservation policy Stern argues should be approved;

(b) For each central office where BA-MA has reserved space, please provide a diagram of the central office depicting the space reserved, and describe in detail the basis for reserving such space.

12. Please refer to Stern's testimony, pages 31, lines 15-16. Describe in detail how BA-MA "found a way to establish secure arrangements" by waiving its 10 foot separation guidelines."

13. Please refer to Stern's testimony, page 37, lines 7-9. Please identify each other instance in which BA-MA has waived the "10 foot rule" and describe in detail the circumstances and how BA-MA satisfied the collocation request by waiving the 10 foot rule.

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14. Please refer to Stern's testimony at pages 34-36. Please provide a description of each reported or recorded incident of mis-conduct by BA personnel or agents in BA central offices from September 13, 1995, to the present.

15. Please refer to Stern's testimony, page 39, lines 10-11. Please identify the AT&T requirements to which Stern refers, or otherwise state the basis for this assertion.

16. Please refer to Stern's testimony, page 40, lines 8-10. For each BA-MA central office, state the date by which BA-MA will have fully implemented its security measures, and describe in detail the nature of such security measures.

17. Please refer to Stern's testimony, page 42, lines 8-9. Please identify the "confidentiality provisions" to which Stern refers, and provide copies of all documents in which such confidentiality provision(s) appear.

18. Please refer to Stern's testimony, page 44, lines 3-24, and page 54, lines 9-12. Please provide the source of each of the three additional Safety/Risk Hazard items identified by Stern, including copies of any documents in which the item appears.

19. Please refer to Stern's testimony, page 54, lines 12-14. When Stern uses the phrase "equipment that BA-MA has had in its central offices for 5 years or more," please state whether Stern is referring to BA-MA equipment or equipment owned by others.

20. Please refer to Stern's testimony, page 5, lines 18-19.

(a) Please clarify what documents or information BA-MA intends to serve on parties when proposing changes to the Tariff in the future.

(b) Please state whether BA-MA will include a list of every tariff provision addressing an issue which was the subject of a Department decision in the Consolidated Arbitration, which changes or is otherwise inconsistent with the Department's decision.

21. Please refer to Stern's testimony, page 11, line 20 to page 12, line 2. Please identify all instances in which BA-MA has negotiated a "customized plan" of performance standards and provide a copy of each such plan.

22. Please refer to Stern's testimony, page 13, lines 21-23. Do all provisions of the CLEC Handbook apply to orders placed by CLEC's under Tariff No. 17? If not, please identify each and every provision of the CLEC handbook that does apply.

23. Please refer to page 11, lines 21-22 of the Rebuttal Testimony John Howard dated August 16, 1999 (Howard's testimony). Please identify the tariff provisions to which Howard refers.

24. Please refer to page 12, lines 15-16 of Howard's testimony. Please identify the interconnection agreements and the relevant provisions thereof to which Howard refers.

25. Please refer to page 12, lines 17-18 of Howard's testimony. Please provide all studies or analyses performed by BA-MA, together with all supporting work papers, calculations, assumptions and other information, which provide the basis for the allowance to CLECs of \$0.05 per call to compensate CLECs for the costs of billing and collecting calls placed to information services.

26. Please refer to Stern's testimony, page 18, lines 8-9. Please provide for each month during the period April-August 1999, the number of expedited orders to which AT&T would have been entitled under the terms of the tariff, had they been in effect.

27. Please refer to the diagram in Howard's testimony at page 7, which assumes that

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a CLEC with a "single switch" network architecture has its switch located in Boston for the relevant LATA. Where a BA-MA end user customer in Boston calls an AT&T end user customer in Worcester, please state (a) where BA-MA would hand-off the call to AT&T, and (b) how that call would be rated and charged to the BA-MA user originating the call.

28. For the example reflected in the diagram on page 7 of Howard's testimony, where BA-MA "transports" a call placed by a BA-MA end user in Worcester to the CLEC switch in Boston, please state the cost of the "transport" portion of the call as percentage of BA-MA's total costs associated with the call.

29. Please refer to Howard's testimony, page 11, lines 14-17. Please identify each provision of the BA-MA tariff that requires an interexchange carrier [purchasing access or other services from BA-MA] to produce call detail records to support or determine PIU factors.

30. Please refer to Howard's testimony, page 12, lines 8-19, where Howard offers on behalf of BA-MA to increase to \$.05 the amount CLECs may retain for billing and collection of calls placed to information service providers. Please state the tariff rate or any other applicable rate, that BA-MA charges to interexchange carriers for billing and collection services. Please describe in detail the rate applicable service providers under relevant BA-MA tariff, or if BA-MA has entered into contracts with any service providers, describe in detail the compensation BA-MA receives under each such contract and provide a copy of the contract.

31. Please refer to the testimony of Dinell Clark dated August 16, 1999 ("Clark's testimony"), page 2, lines 19-22 and page 5, lines 16-18. Please identify in what respects BA-MA modified or adjusted the physical collocation costs contained in its physical collocation cost compliance filing, including but not limited to a description of which such costs were modified, omitted from or added to such physical collocation costs, in preparing BA-MA's costs studies or otherwise developing the costs for:

- (a) Cageless Collocation - Open Environment ("CCOE")
- (b) 25 Square Foot Mini Cage
- (c) Virtual Collocation
- (d) Secured Collocation Open Environment ("SCOPE")

32. Please refer to Clark's testimony, page 6, lines 3-7. Please state in what manner BA-MA intends to charge or assess CLECs for such so-called "special construction" costs for building additions to central offices.

33. Please refer to Clark's testimony, page 6, lines 8-10. Please state in what manner BA-MA intends to charge or assess CLECs for such so-called "special construction" costs for expanding the HVAC system or other environmental factors to accommodate collocation in its central offices.

34. Please refer to Clark's testimony, page 9, lines 9-10. Please state the basis, and provide all supporting studies, analyses, calculations, information and other documentation, for the assertion that a Virtual Collocation site survey requires six hours to complete.

35. Please refer to Clark's testimony, page 10, lines 7-8. Please describe in detail BA-MA's practice with regard to updating central office records, studies, surveys, floor plans, blue prints or the like to record or reflect changes in space usage or availability resulting from BA-MA's own service demands.

36. Please refer to Clark's testimony, page 12, lines 21-22. Please identify each actual installation of virtually collocated equipment used in determining the equipment installation time of 25 hours, including for each such installation the

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location, equipment installed, and installation time experienced.

37. Please refer to Clark's testimony at page 14, lines 16-17. Please identify each representative of the Network Engineering Center / Vendor Engineering Center ("NEC/VEC") organization who participated in determining the 25 hour figure, including for each such person a description of his or her work experience and background in engineering or installing collocation arrangements. Please also provide any work papers, questionnaires, reports, notes or other information or documentation prepared by such representatives in connection with their determining the 25 hour figure.

38. Please refer to Clark's testimony at page 14, line 21 to page 15 line 3. Please (a) describe in detail where and when Clark met with installation technicians and what equipment they were installing; (b) identify each technician with whom Clark spoke, including for each such person a description of the number of virtual collocation installations he or she has performed and a description of his or her work experience; (c) provide any work papers, questionnaires, reports, notes or other information or documentation prepared by such technicians or by Clark as a result of speaking to such technicians; (d) state who made the determination that "those [25] hours were still appropriate," and state the basis for that determination.

39. Please refer to Clark's testimony at page 15, lines 12-16. State separately for each of the two installation technicians necessary to perform virtual collocation equipment installation the time required to: a) deliver equipment; b) mount equipment; c) make all required wiring connections; e) perform alarm testing; f) complete surveillance requirements; and g) complete conductivity testing.

40. Please refer to Clark's testimony at page 19, lines 7-13. Please (a) identify each individual who provided the Common Systems Engineering Director ("the CSE Director") a breakdown of department tasks and activities for Virtual Collocation, each individual who provided any information or input used in preparing the breakdowns, and describe the experience of each such individual in designing virtual collocation arrangements; (b) provide copies of the breakdowns of department tasks and activities provided to the CSE Director; (c) provide any instructions given by the CSE director to the engineering departments, and by the engineering departments to any of their members, concerning the breakdowns.

41. Please refer to Clark's testimony at page 19, lines 14-21. (a) Identify each engineer consulted and for each engineer, state the number of virtual collocation jobs in Massachusetts on which engineer has worked; (b) provide any instructions given to the engineers regarding modifications to the breakdowns based on inefficiencies or performing the work for BA-MA; (c) provide copies of all reports, work papers, notes or other information or documentation prepared by such engineers in response to these instructions, or created by the representative of the Service Cost group who met with the engineers; (d) identify how each group's hours were modified as a result of consulting the engineers, who made the decision regarding the modification, and the basis therefor.

42. Please refer to Clark's testimony at page 20, lines 4-12. (a) Please state when Common Systems Engineering provided Service Cost with the opinion that BA-MA could anticipate a 50% utilization of conditioned SCOPE space, state over what time frame such utilization is projected, and provide a copy of that opinion and/or any analyses, calculations, studies, work papers or other documents forming any part of the basis for that opinion; (b) state when BA-MA conditioned, or expects to complete conditioning of SCOPE space for each central office in Massachusetts; (c) provide any study or analysis of actual utilization of SCOPE space in Massachusetts, together with all supporting work papers and other documentation.

43. Please refer to Clark's testimony at page 21, lines 11-21. Please (a) state and provide a breakdown of the cost to engineer and install a standard mesh cage for SCOPE; (b) state BA-MA's practice with respect to determining what space should be designated and conditioned for SCOPE; (c) identify each instance in which BA-MA has

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conditioned SCOPE space by renovating areas with new structural requirements rather than enclosing the area with a cage, and provide a breakdown of the cost of each such renovation.

44. Please refer to Clark's testimony at page 23, lines 3-6. Please state the basis for requiring each physical collocator to purchase a minimum of five security access cards.

45. Please state whether BA-MA has determined a per square foot "fixed cost" to construct a collocation cage and state how such per square foot cost was developed.

46. With regard to BA-MA's Non-recurring charges for Operator Services / Directory Assistance - Branded/Unbranded Announcement Services, please provide the mapping of salary costs for an Account Manager, Translation Administrator, Central Office Equipment Installer, and Central Office Circuit Maintenance employee back to the union contract and explain the difference between rates used in the salary costs versus the rates used in the union contracts.

Respectfully submitted,

AT&T COMMUNICATIONS
OF NEW ENGLAND, INC.

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